

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Jefferson Waterman International d/b/a The Jefferson Group	2. Registration No. 4990
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3. Name of Foreign Principal

Korean Overseas Information Service

Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

See Attachment A

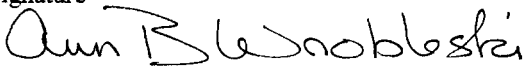
8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See Attachment B

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

See Attachment B

Date of Exhibit B	Name and Title Ann B. Wroblewski President	Signature 
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Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political interests, policies, or relations of a government of a foreign country or a foreign political party.

ATTACHMENT A

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

TJG shall endeavor to identify and promote the political, economic and other interests of the Republic of Korea which are to the mutual benefit of the Republic of Korea and the United States in; the interest of enhancing U.S. understanding of and positive and favorable sentiment toward the Republic of Korea. TJG will regularly report to KOIS and the Korean Information Center in the USA according to the following procedures:

- a. An annual activity plan, to be presented when this contract takes effect.
- b. A quarterly activity plan, to be submitted at least 15 days prior to the beginning of each quarter.
- c. A monthly report on the results of its activities under this agreement, including media relations, and research of the news media in the United States by the 10th day of the following month.
- d. In the case of a special event as designated by KOIS, a special event activity plan one month prior to the event and a report on the results of its activities within one month after the event.

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ATTACHMENT B

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

To this end, TJG will provide ongoing assistance in the following areas: monitoring and analyzing of and reporting on Korea-related events, publications, congressional activity and news stories; media relations; press releases; contribution of articles, including letters to the editors, to the American media; KOIS's special, regular and irregular publications, including a bi-weekly Korea Update; speech writing; research; and developing more effective ways of enhancing the image of the Republic of Korea in the United States. TJG will work to achieve favorable press coverage of Korean affairs and will undertake liaison with print and other media, elements of the private sector when and, where appropriate, with members of Congress and government officials to work toward assuring that the Republic of Korea's interests are duly considered in the policy-making and legislative processes. In addition, TJG undertakes to regularly advise the Korean Information Center in the United States and KOIS, along with other KOIS-designated key figures, on key U.S. political, trade and other issues, trends and developments that relate to Korean affairs and Korean-U.S. relations.



AGREEMENT

I. Terms and Conditions

Under the terms of this Agreement, the Korean Overseas Information Service (KOIS), Ministry of Information, Republic of Korea engages the consulting and representational services of The Jefferson Group, Inc. (TJG) during the term June 15, 1997 until June 14, 1998.

TJG undertakes to provide consulting services to KOIS in Seoul and the Korean Information Center in Washington, DC in the fields of public affairs, public relations and media relations activities in the United States.

To ensure the fulfillment of the purposes of this Agreement, TJG shall maintain four professionals in Washington, DC., and one professional in Seoul to assist the public information activities of KOIS.

II. Scope of Work

TJG shall endeavor to identify and promote the political, economic and other interests of the Republic of Korea which are to the mutual benefit of the Republic of Korea and the United States in

the interest of enhancing U.S. understanding of and positive and favorable sentiment toward the Republic of Korea.

To this end, TJG will provide ongoing assistance in the following areas: monitoring and analyzing of and reporting on Korea-related events, publications, congressional activity and news stories; media relations; press releases; contribution of articles, including letters to the editors, to the American media; KOIS's special, regular and irregular publications, including a bi-weekly Korea Update; speech writing; research; and developing more effective ways of enhancing the image of the Republic of Korea in the United States. TJG will put special emphasis on assisting Korea in obtaining exposure on U.S. network, regional, and local television outlets throughout the course of the contract. TJG will keep KOIS informed on a regular basis concerning progress in this area.

TJG will work to achieve favorable press coverage of Korean affairs and will undertake liaison with print and other media, elements of the private sector when and where appropriate, and with members of Congress and government officials to work toward assuring that the Republic of Korea's interests are duly considered in the policy-making and legislative processes.

In addition, TJG undertakes to regularly advise the Korean Information Center in the United States and KOIS, along with other

KOIS-designated key figures, on key U.S. political, trade and other issues, trends and developments that relate to Korean affairs and Korean-U.S. relations.

TJG will also assist KOIS in its media and public relations activities with respect to special events such as summit meetings in the Republic of Korea (ROK), the United States of America (USA), or third countries.

III. Reporting Requirements

TJG will regularly report to KOIS and the Korean Information Center in the USA according to the following procedures:

- a.) An annual activity plan, to be presented when this contract takes effect.
- b.) A quarterly activity plan, to be submitted at least 15 days prior to the beginning of each quarter.
- c.) A monthly report on the results of its activities under this Agreement, including media relations, and research of the news media in the United States by the 10th day of the following month.

d.) In the case of a special event as designated by KOIS, a special event activity plan one month prior to the event and a report on the results of its activities within one month after the event.

IV. Budget and Payment Schedule

The annual fee for the implementation of this contract shall be US\$306,000, payable in quarterly installments to TJG no later than the end of the first month of the quarter in which the invoice was sent. In the case of special event activities, the consulting fee for TJG is included in this contract. However, extra expenses incurred as a result of travel, accommodations and other justifiable out-of-pocket expenses shall be provided for by separate agreement in consideration of the circumstances.

V. Administrative

1. KOIS and the Korean Information Center in Washington may consult with and provide guidance to the TJG staff working to fulfill the purposes of this Agreement.

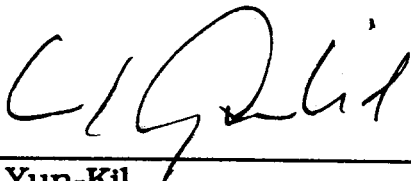
2. TJG shall do its best in good faith to discharge its obligations under this Agreement and shall obey the laws and regulations of the ROK and the USA. In addition, TJG will comply with the following:

- a.) TJG shall not do anything contrary to the interests of the ROK and KOIS on behalf of any third party.
- b.) TJG shall not use any information and data that it obtains from KOIS for any purpose other than implementing this Agreement.
- c.) Any right or obligation under this Agreement shall not be transferred to a third party without written agreement between both parties to this contract.
- d.) If necessary, disputes relating to this Agreement shall be settled by the courts that have jurisdiction over either KOIS or TJG according to the nature of the dispute.

3. Payment of the consulting fees can be refused or reduced if and when the terms of this Agreement fail to be met owing to faults on the part of TJG. Likewise, services agreed to in this contract can be reduced or terminated in the event that timely payment, as agreed by the terms of this contract, is not fulfilled.

4. It is understood that TJG, in connection with its work, may be required under applicable United States Law to register its representation of the KOIS with the United States Government and that TJG will comply with all requirements of United States Law in this connection.

Agreed and accepted June 15, 1996



Yang Yun-Kil
Director

for and on behalf of the
Korean Overseas
Information Service



Charles Waterman
CEO
Jefferson Waterman International

for and on behalf of
The Jefferson Group, Inc.

Witness: _____

Witness: _____